IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMONS FOR JUDGMENT NO. 436 OF 2005
IN
SUMMARY SUIT NO. 587 OF 2005

Gaurang M. Mehta ..Plaintiff.

Versus

Gullu Omprakash Bhamra ..Defendant.

Mr. Darshan Mehta i/by Dhrue Liladhar & Co. for the Plaintiff.

None for Defendant.

CORAM : S. J. VAZIFDAR, J.
DATED : 23rd NOVEMBER,2005.

P.C.:

1. The suit is filed to recover the price of goods sold and delivered by the plaintiffs to the defendant on the terms and conditions contained in the suit invoices.

2. The goods were admittedly received by the defendant who signed the delivery challans. The fact of receipt is also admitted in the correspondence.

3. There is no affidavit in reply. Even in the correspondence, the only grievance was that the goods were received in a poor condition. This grievance was raised for the first time on 12th February, 2004 i.e.

after the period of three years. This letter, denying the liability to pay was after the plaintiffs had sent three reminders to the defendant to make the payment, namely, letters dated 21st June, 2003, 7th August, 2003 and 21st January, 2004. It is also pertinent to note that each of the invoices expressly states that the plaintiffs responsibility ceased when the goods leave their premises.

4. There is no affidavit in reply. There is no defence to the suit.

5. The summons for judgment is made absolute and the suit is decreed as prayed.

6. Refund as per rules.

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